

| ORDER FOR SUPPLIES OR SERVICES  |  |   |  |  |  |                             |   |   |   | PAGE 1 OF 14    |  |
|---|--|---|--|--|--|-----------------------------|---|---|---|-----------------|--|
| 1. CONTRACT PURCH ORDER/AGREEMENT NO.<br>W56HZV-07-P-1114   |  |   | 2. DELIVERY ORDER/CALL NO.   |  | 3. DATE OF ORDER/CALL (YYYYMMDD)<br>2007JUN22  |                             | 4. REQUISITION/PURCH REQUEST NO.<br>SEE SCHEDULE                  |   | 5. PRIORITY<br>DOA4   |                 |  |
| 6. ISSUED BY<br>U.S. ARMY TACOM LCMC<br>AMSTA-PM-LAV<br>RYAN STACEY (586)574-3917<br>WARREN, MICHIGAN 48397-5000<br>HTTP://CONTRACTING.TACOM.ARMY.MIL<br>WEAPON SYSTEM: WPN SYS: 00<br>EMAIL: RYAN.STACEY@US.ARMY.MIL   |  |   | CODE<br>W56HZV   | 7. ADMINISTERED BY (If other than 6)<br>DCMA DETROIT<br>U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM)<br>ATTN: DCMAE-GJD<br>WARREN, MI 48397-5000<br>SCD: B PAS: NONE ADP PT: HQ0337 |  |                             |   | CODE<br>S2305A  | 8. DELIVERY FOB<br><input checked="" type="checkbox"/> DESTINATION<br><input type="checkbox"/> OTHER (See Schedule if other)              |                 |  |
| 9. CONTRACTOR<br>METALMITE CORPORATION<br>194 S ELIZABETH ST<br>ROCHESTER, MI 48307-2027<br>NAME AND ADDRESS<br>TYPE BUSINESS: Other Small Business Performing in U.S.  |  |   | CODE<br>4QXQ6  | FACILITY   | 10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)<br>SEE SCHEDULE  |                             |   | 11. X IF BUSINESS IS<br><input checked="" type="checkbox"/> SMALL<br><input type="checkbox"/> SMALL DISADVANTAGED<br><input type="checkbox"/> WOMAN-OWNED |   |                 |  |
| 12. DISCOUNT TERMS  |  |   | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK<br>See Block 15  |  |  | 14. SHIP TO<br>SEE SCHEDULE |   |   | 15. PAYMENT WILL BE MADE BY<br>DFAS - COLUMBUS CENTER<br>DFAS-CO/NORTH ENTITLEMENT OPERATION<br>P.O. BOX 182266<br>COLUMBUS OH 43218-2266 |                 |  |
| 16. TYPE OF ORDER<br>DELIVERY/ CALL<br>PURCHASE X   |  |   | THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.<br>Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____.<br>furnish the following on terms specified herein.<br>ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. |  |  |                             |   |   |   |                 |  |
| <div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: |  |   |  |  |  |                             |   |   |   |                 |  |
| 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE<br>SEE SCHEDULE   |  |   |  |  |  |                             |   |   |   |                 |  |
| 18. ITEM NO.  |  | 19. SCHEDULE OF SUPPLIES/SERVICE  |  |  | 20. QUANTITY ORDERED/ ACCEPTED*  |                             | 21. UNIT  | 22. UNIT PRICE  |   | 23. AMOUNT      |  |
|   |  | SEE SCHEDULE<br>CONTRACT TYPE:<br>Firm-Fixed-Price<br><br>KIND OF CONTRACT:<br>Supply Contracts and Priced Orders |  |  |  |                             |   |   |   |                 |  |
| * If quantity accepted by the Government is same as quantity ordered, indicate by X.<br>If different, enter actual quantity accepted below quantity ordered and encircle.   |  |   |  | 24. UNITED STATES OF AMERICA<br>MARCIA A. CZAR<br>MARCIA.CZAR@US.ARMY.MIL (586)574-8361<br>BY: CONTRACTING/ORDERING OFFICER  |  |                             |   | 25. TOTAL<br>\$13,500.00  |   | 26. DIFFERENCES |  |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN<br><input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED   |  |   |  |  |  |                             |   |   |   |                 |  |
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE  |  |   |  |  | c. DATE (YYYYMMDD)   |                             | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |   |   |                 |  |
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE  |  |   |  |  | 28. SHIP. NO.<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL                                    |                             | 29. D.O. VOUCHER NO.  |   | 30. INITIALS  |                 |  |
| f. TELEPHONE NUMBER   |  | g. E-MAIL ADDRESS   |  |  | 31. PAYMENT<br><input type="checkbox"/> COMPLETE<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL |                             | 32. PAID BY   |   | 33. AMOUNT VERIFIED CORRECT FOR   |                 |  |
| 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.   |  |   |  |  | 34. CHECK NUMBER   |                             | 35. BILL OF LADING NO.  |   |   |                 |  |
| a. DATE (YYYYMMDD)  |  | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER  |  |  | 37. RECEIVED AT  |                             | 38. RECEIVED BY (Print)   |   | 39. DATE RECEIVED (YYYYMMDD)  |                 |  |
|   |  |   |  |  | 40. TOTAL CONTAINERS   |                             | 41. S/R ACCOUNT NUMBER  |   | 42. S/R VOUCHER NO.   |                 |  |

| CONTINUATION SHEET                                   | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-07-P-1114 MOD/AMD | Page 2 of 14 |
|--|---|--------------|
| Name of Offeror or Contractor: METALMITE CORPORATION |   |              |

SUPPLEMENTAL INFORMATION

|   | Regulatory Cite        | Title                               | Date     |
|---|------------------------|-------------------------------------|----------|
| 1 | 52.201-4000<br>(TACOM) | TACOM-WARREN OMBUDSPERSON           | JAN/2006 |
| 2 | 52.204-4016<br>(TACOM) | TACOM-WARREN ELECTRONIC CONTRACTING | SEP/2006 |

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(1) The proper TACOM addresses for offer submission are:

(i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.

(ii) RFP and Sealed Bidding: Email your offer to: [offers@tacom.army.mil](mailto:offers@tacom.army.mil) If you datafax your proposal/bid, address your header to: [offers@tacom.army.mil](mailto:offers@tacom.army.mil) and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.

(2) When datafaxing or emailing an offer, the submitted file cannot exceed 7 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.

(3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) . If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.aptac-us.org/new/> to find a location near you.

[End of Clause]

|  |             |                              |          |
|--|-------------|------------------------------|----------|
| 3  | 52.214-4000 | ACKNOWLEDGMENT OF AMENDMENTS | OCT/1993 |
| Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date below: |             |                              |          |

Amendment Number

Date

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[End of clause]

Name of Offeror or Contractor: METALMITE CORPORATION

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE     | AMOUNT       |
|---------|--|----------|------|----------------|--------------|
|         | SUPPLIES OR SERVICES AND PRICES/COSTS  |          |      |                |              |
| 0001    | NSN: 0000-00-000-0000<br>FSCM: 19207<br>PART NR: PT20JUN07<br>SECURITY CLASS: Unclassified   |          |      |                |              |
| 0001AA  | <u>PRODUCTION QUANTITY</u><br><br>NOUN: HARDWARE BRACKETS<br>PRON: T162T1474K PRON AMD: 01 ACRN: AA<br>CUSTOMER ORDER NO: M9545006MP62035<br><br><u>Description/Specs./Work Statement</u><br>TOP DRAWING NR: NO TDP<br><br><u>Packaging and Marking</u><br>PACKAGING/PACKING/SPECIFICATIONS:<br>SEE PACKAGING CLAUSE FOR DETAILS<br>LEVEL PRESERVATION: Commercial<br>LEVEL PACKING: Commercial<br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin ACCEPTANCE: Origin<br><br><u>Deliveries or Performance</u><br>DOC SUPPL<br><u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br>001 W56HZV7169H001 W56HZV J 2<br><u>DEL REL CD QUANTITY DAYS AFTER AWARD</u><br>001 4 0007<br><br>FOB POINT: Destination<br><br>SHIP TO:<br>(W56HZV) SR W4GG HQ US ARMY TACOM<br>6501 EAST 11 MILE RD<br>SHIPPING & RECEIVING BLDG #229<br>WARREN MI<br><br><u>CONTRACT/DELIVERY ORDER NUMBER</u><br>W56HZV-07-P-1114/0000 | 4        | EA   | \$ 3,375.00000 | \$ 13,500.00 |



|                           |  |                            |
|---------------------------|--|----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-07-P-1114 <b>MOD/AMD</b> | <b>Page</b> 6 <b>of</b> 14 |
|---------------------------|--|----------------------------|

**Name of Offeror or Contractor:** METALMITE CORPORATION

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT & ACCEPTANCE POINT:

194 South Elizabeth  
Rochester, MI 48307

[End of Clause]

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

|    |                        |   |          |
|----|------------------------|---|----------|
| 9  | 52.242-17              | GOVERNMENT DELAY OF WORK                        | APR/1984 |
| 10 | 252.211-7003           | ITEM IDENTIFICATION AND VALUATION - ALTERNATE I | APR/2005 |
| 11 | 52.242-4022<br>(TACOM) | DELIVERY SCHEDULE                               | SEP/2006 |

(a) Offers that propose delivery that will not clearly fall within the applicable required delivery schedule specified below MAY BE CONSIDERED NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD. If you believe that the delivery schedule or quantity is unrealistic, contact the buyer listed on the cover sheet of this solicitation at least 14 days prior to solicitation closing date.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires delivery to be made according to the following schedule:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

| ITEM NO.    | QTY  | WITHIN DAYS AFTER DATE OF CONTRACT AWARD |
|-------------|------|--|
| CLIN 0001AA | 4 ea | 7 days                                   |

(e) You can accelerate delivery after contract award at no additional cost to the government.

[End of Clause]

| CONTINUATION SHEET | Reference No. of Document Being Continued |         | Page 7 of 14 |
|--------------------|---|---------|--------------|
|                    | PIIN/SIIN W56HZV-07-P-1114                | MOD/AMD |              |

Name of Offeror or Contractor: METALMITE CORPORATION

12 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR MAY/2004  
(TACOM) ADDRESSES

| Rail/<br>Motor<br>SPLC* | MILSTRIP<br>Address<br>Code | Rail<br>Ship To:  | Motor<br>Ship To:   | Parcel Post<br>Mail To:  |
|-------------------------|-----------------------------|---|---|--|
| 206721/<br>209405       | W25G1U                      | Transportation Officer<br>Defense Dist Depot<br>Susquehanna<br>New Cumberland, PA | Transportation Officer<br>Defense Dist Depot<br>Susquehanna<br>New Cumberland, PA | Transportation Officer<br>Defense Dist Depot<br>Susquehanna<br>New Cumberland, PA 17070-5001 |

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

|                   |        |  |  |  |
|-------------------|--------|--|--|--|
| 875670/<br>875675 | W62G2T | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>Dist Depot San Joaquin<br>P O Box 96001<br>Stockton, CA 95296-0130 |
| 471995/<br>471996 | W31G1Z | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL  | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL  | Transportation Officer<br>Anniston Army Depot,<br>Anniston, AL 36201-5021                    |
| 209741/<br>209770 | W25G1R | Transportation Officer<br>Letterkenny Army Depot,<br>Culbertson, PA  | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA  | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA 17201-4150             |
| 661136/<br>661157 | W45G19 | Transportation Officer<br>Red River Army Depot,<br>Defense, TX   | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX   | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX 75507-5000                  |
| 764538/<br>764535 | W67G23 | Transportation Officer<br>Tooele Army Depot,<br>Warner, UT   | Transportation Officer<br>Tooele Army Depot,<br>Tooele, UT   | Transportation Officer<br>Tooele Army Depot,<br>Tooele, UT 84074-5003                        |

\*\*\*SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

Name of Offeror or Contractor: METALMITE CORPORATION

CONTRACT ADMINISTRATION DATA

| LINE   | PRON/<br>AMS CD/<br>ITEM | OBLG<br>MIPR | ACRN | STAT | ACCOUNTING CLASSIFICATION                     | JOB<br>ORDER<br>NUMBER | ACCOUNTING<br>STATION | OBLIGATED<br>AMOUNT |
|--------|--------------------------|--------------|------|------|---|------------------------|-----------------------|---------------------|
| 0001AA | T162T1474K               | AA           | 2    | 17   | 68110920382506785400674432D2038B200006MP62035 |                        | \$                    | 13,500.00           |
|        | M9545006MP62035          |              |      |      |   |                        |                       |                     |
|        |                          |              |      |      |   | TOTAL                  | \$                    | 13,500.00           |

| SERVICE<br>NAME | TOTAL BY ACRN | ACCOUNTING CLASSIFICATION                        | ACCOUNTING<br>STATION | OBLIGATED<br>AMOUNT |
|-----------------|---------------|--|-----------------------|---------------------|
| Marine Corps    | AA            | 17 68110920382506785400674432D2038B200006MP62035 |                       | \$ 13,500.00        |
|                 |               |  | TOTAL                 | \$ 13,500.00        |

| ACRN | EDI ACCOUNTING CLASSIFICATION  |   |
|------|--|---|
| AA   | 17 060811092038 250678540067443 2D2038B200006MP62035 M9545006MP62035 | 067443  |
| 13   | 52.204-4011 (TACOM)  | PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) OCT/2005 |

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]



| CONTINUATION SHEET                                   | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-07-P-1114 MOD/AMD | Page 9 of 14 |
|--|---|--------------|
| Name of Offeror or Contractor: METALMITE CORPORATION |   |              |

SPECIAL CONTRACT REQUIREMENTS

14 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING SEP/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>  
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>  
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>  
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

15 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS SEP/2006  
(TACOM)

(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: [DD250@tacom.army.mil](mailto:DD250@tacom.army.mil)

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three

| CONTINUATION SHEET                                   | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-07-P-1114 MOD/AMD | Page 10 of 14 |
|--|---|---------------|
| Name of Offeror or Contractor: METALMITE CORPORATION |   |               |

different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

|    |              |   |          |
|----|--------------|---|----------|
| 16 | 52.211-5     | MATERIAL REQUIREMENTS   | AUG/2000 |
| 17 | 52.211-15    | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS                                | SEP/1990 |
| 18 | 52.215-18    | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB)          | JUL/2005 |
|    |              | OTHER THAN PENSIONS   |          |
| 19 | 52.222-19    | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES                      | JAN/2006 |
| 20 | 52.243-1     | CHANGES--FIXED PRICE  | AUG/1987 |
| 21 | 252.204-7000 | DISCLOSURE OF INFORMATION   | DEC/1991 |
| 22 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT                                | APR/1992 |
| 23 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES                                 | JAN/2007 |
| 24 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES  | DEC/1991 |
| 25 | 252.232-7010 | LEVIES ON CONTRACT PAYMENTS   | DEC/2006 |
| 26 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS   | DEC/1991 |
| 27 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT                                    | MAR/2003 |
| 28 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III                           | MAY/2002 |
| 29 | 52.213-4     | TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) | MAR/2007 |

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

- (1) The clauses listed below implement provisions of law or Executive order:
  - (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
  - (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
  - (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (iv) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
  - (vi) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).
- (2) Listed below are additional clauses that apply:
  - (i) 52.232-1, Payments (Apr 1984).

| CONTINUATION SHEET                                   | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-07-P-1114 MOD/AMD | Page 11 of 14 |
|--|---|---------------|
| Name of Offeror or Contractor: METALMITE CORPORATION |   |               |

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (July 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Mar 2007).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (Jul 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241). Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006) (Applies to contracts over \$30,000).

|   |  |                      |
|---|--|----------------------|
| <b>CONTINUATION SHEET</b>                                   | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-07-P-1114 <b>MOD/AMD</b> | <b>Page 12 of 14</b> |
| <b>Name of Offeror or Contractor:</b> METALMITE CORPORATION |  |                      |

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Governments convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractors records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)

30

52.215-19

NOTIFICATION OF OWNERSHIP CHANGES

OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

|   |  |                      |
|---|--|----------------------|
| <b>CONTINUATION SHEET</b>                                   | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-07-P-1114 <b>MOD/AMD</b> | <b>Page 13 of 14</b> |
| <b>Name of Offeror or Contractor:</b> METALMITE CORPORATION |  |                      |

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

31      52.252-2      CLAUSES INCORPORATED BY REFERENCE      FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

(End of Clause)

32      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

33      252.211-7005      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS      NOV/2005

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dcmma.mil/20/guidebook\\_process.htm](http://guidebook.dcmma.mil/20/guidebook_process.htm) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-07-P-1114 <b>MOD/AMD</b> | <b>Page 14 of 14</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:** METALMITE CORPORATION

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

34      52.204-4009      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION      MAR/2005  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:  
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]